

*Memorandum of Agreement*

*Subject to Committee Approval*

**TOWNSHIP OF DENNIS  
NON-SUPERVISORS**

***I.B.E.W. Local 1293***

**Effective December 6, 2016 thru December 31, 2021**

## **ARTICLES OF AGREEMENT**

This Agreement is made by and between the TOWNSHIP OF DENNIS [hereinafter referred to as the Employer] and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1293; Non-Supervisors Unit [hereinafter referred to as the Union].

### **AGREEMENT**

This Agreement is entered into between the Employer and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work and other terms and conditions of employment.

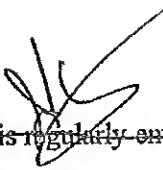
### **ARTICLE 1 PURPOSE**

It is the intent and purpose of the parties hereto, by this Agreement, to promote and improve industrial and economic relations between the Township and its employees, and to set forth herein their basic agreement covering rates of pay, hours of work, and other conditions of employment.

### **ARTICLE 2 RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for all permanent regularly employed full time non-supervisory employees, including but not limited to, recreation attendant; keyboarding clerk 1; keyboarding clerk 2; senior clerk typist; zoning officer; technical assistant to the construction official; Maintenance Supervisor Grounds; Recreation Maintenance Supervisor; and recreation supervisor employed by the Township of Dennis.

Section 2. Excluded from the unit in Section 1 are managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, professional employees, police, casual employees, employees within the Department of Public Works,

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laborers, ~~any employees of the Township of Dennis regularly employed or assigned to its Senior Center~~ and all other employees employed by the Township of Dennis

Section 3. In the event that the Employer establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position might appropriately be included in the bargaining unit, it shall notify the Employer in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the bargaining unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission (PERC).

Section 4. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

### ARTICLE 3 UNION SECURITY

Section 1. The Employer agrees it will give effect the following form of Union Security:

- a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.
- b) At the time of hire, newly hired employees who are within the bargaining unit may be informed by a Union representative that they have the opportunity to join the Union or to pay the Union a Representation Fee. The Employer shall notify the Union of any new hire within five (5) working days of such hire.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employees monthly dues and initiation fees. Such deductions shall be made from the first salary paid during the month.

- a) In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee.
- b) No deduction will be made for any month in which there is insufficient pay available to cover the same after all deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Employer through error or oversight, failed to make deduction in any monthly period.
- c) Dues deducted from employees' pay will be transmitted by check as directed fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- d) A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the Employer.

Section 3. Agency Shop. A representation fee in lieu of dues shall be paid in the amount of 85% of the regular membership dues, fees and assessments of the Union and pursuant to NJSA 34:13A-5.5 through 5.8.

Section 4. Hold harmless. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

Section 5. During the term of this Agreement the Employer agrees not to subcontract unit work or replace full-time employees with part-time employees or to reduce an employee's pay/compensation.

**ARTICLE 4**  
**LOYALTY, EFFICIENCY, NO DISCRIMINATION**

1. Employees shall perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Township and its interest; that they will cooperate with the Township in promoting and advancing the welfare and prosperity of same at all times. Employees have an obligation to respond to a reasonable amount of overtime.

2. The Township and the Union shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital and civil union status, familial status, religion, affection or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.

3. All references to employees designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4. The Township shall not interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Township or any Township representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

Employees shall retain all civil rights under New Jersey State and Federal Law.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

A. It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the Township of Dennis. Accordingly, the Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the municipality, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the municipality, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the municipality, except as modified by this Agreement.

## **ARTICLE 6 SEVERABILITY OF THE AGREEMENT**

Section 1. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

Section 2. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

Section 3. Nothing herein shall be construed to deny any employee his rights under Title 4A N.J.S.A. (Department of Personnel).

Section 4. It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

## **ARTICLE 7 DISCIPLINE**

Section 1. Employees may be discharged or otherwise disciplined for just cause and consistent with the Civil Service requirements of the State Law.

Section 2. An Employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior to the hearing.

Section 3. Any employee ordered or required to appear before the Employer or any legitimate agent thereof for interviewing or interrogation who had reason to believe that disciplinary charges may be brought against them as a result of said appearance shall have a right

to request and receive a IBEW Local 1293 representative prior to the commencement of said interview or interrogation.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Section 1. A "grievance" shall be defined as any controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement and minor disciplinary matters of five (5) days suspension or less.

Section 2. A grievance to be considered in this procedure must be initiated by the employee within five (5) working days from the time the employee knew of its occurrence. A grievance regarding a minor disciplinary matter (five (5) days suspension or less) may be commenced in writing at Step Two.

Section 3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. Step procedures.

### **STEP ONE:**

The grievance shall be initiated in writing by the employee involved within five (5) working days from the time the employee knew of its occurrence by discussion with the employee's immediate supervisor. The immediate supervisor shall provide an answer to the employee in writing within ten (10) working days of such initiation. If no answer is provided, the grievance will be moved to the next step.



#### STEP TWO:

If the grievance is not settled at Step One, then within five (5) working days after receipt of an answer at Step One or after the answer at Step One was due, whichever is earlier, the grievance shall be submitted to the township committee or sub-committee. A meeting may be held with the Union and the Employer at this step. An answer at Step Two shall be made in writing within ten (10) days following Township Committee or Sub-Committee meetings.

#### STEP THREE:

If the grievance is not settled through Step Two then the Union shall have the right within thirty (30) working days thereafter to submit such grievance to binding arbitration through the Public Employment Relations Commission, in which case the decision of the arbitrator shall be final. Any disciplinary actions of less than one (1) day, shall not be arbitral and therefore Step 3 of the Grievance Procedure will be applicable.

Section 5. It is understood that the cost necessary for an arbitrator under Step Three shall be paid one-half by the Employer and one-half by the Union.

### ARTICLE 9 PROBATIONARY EMPLOYEES

Section 1. All newly hired employees, except temporary employees, shall remain in a probationary status until completion of ninety (90) calendar days of employment from the date of hire. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of hire, shall receive all wages and benefits in accordance with the provisions of this Agreement, and shall be subject to all other terms and conditions set forth herein.

Section 2. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Civil Service statutes.

## **ARTICLE 10 VACANCIES**

All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted within seven (7) working days of occurrence so that all employees are aware of the opening. A representative of the Union shall receive a copy of posted notices. Any employee who wishes the opportunity to apply for the open position should apply for said position within seven (7) working days of the date of the announcement.

## **ARTICLE 11 WORK ENVIRONMENT**

The Employer agrees to provide a healthy and safe work environment for the Employees consistent with the requirements imposed by the Public Employees Occupational Safety and Health Act (PEOSHA).

## **ARTICLE 12 VISITATION**

Section 1. Visitation Policy. The authorized representative of the Union may have access to the working area provided; however, that such representative shall not interfere with members of the unit or their work. The Union Representative will provide twenty-four (24) hours notice, except when an emergency arises.

## **ARTICLE 13 VOTING**

The Employer agrees to permit any voting for the purpose of ratification of this Agreement and any successor Agreement hereto, during working hours at such time as may least interfere with normal work operations.

## **ARTICLE 14 UNION/MANAGEMENT MEETINGS**

Section 1. The Union and the Employer agree to sit down upon request to discuss problems of mutual interest. These meetings shall be scheduled between the Union representatives and Management representatives within ten (10) days from request.

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free of existing problems concerning both parties.

## **ARTICLE 15 BULLETIN BOARDS**

Section 1. The Employer agrees to maintain a bulletin board in the Town Hall and Recreation Department for the use of the Union. The Union may post notices of meetings, official Union business, or social and recreational events. No material may be posted which contains profane or obscene language or which is defamatory of the Employer.

## **ARTICLE 16 HOURS OF WORK**

1. The normal workday for employees shall be paid for seven and one-half (7 1/2) or eight (8) consecutive hours consistent with past practice. The normal workweek shall consist of five (5) consecutive workdays with two (2) consecutive days of rest. All Employees hours of work are assigned between 7:00 a.m. to 6:30 p.m., Monday through Friday. Employees will be provided a regular weekly schedule which may be subject to change upon mutual agreement.

2. All employees are entitled to a paid one-half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

## **ARTICLE 17 OVERTIME COMPENSATION**

1. Employees who work in excess of forty (40) hours in a work week shall receive overtime compensation at the rate of one and one-half (1 1/2) times their regular rate of pay for each hour worked in excess of forty (40) hours. The Employee, with the agreement of administration,

may take compensatory time off in lieu of overtime compensation. At times, discretionary overtime may be offered only by way of compensatory time.

The only exceptions are as follows:

a. Employees overtime hours worked on Sunday will be paid at the rate of 2 times the employee's regular hourly rate.

b. If in the event overtime hours are worked on a designated holiday, the rate of pay shall be 1½ times the employee's regular hourly rate and the employee will be provided an alternate day off.

c. Overtime will be authorized by the Committee person in charge of the Department and if not available the Mayor or Deputy Mayor prior to the overtime being worked.

d. Overtime time sheets will be approved by the Committee person in charge of the Department and Mayor or Deputy Mayor before payment is processed.

## **ARTICLE 18 PERSONAL DAYS**

1. After their first year of employment, full-time employees receive four (4) days for personal use. You must notify the appropriate person(s) ½ hour prior to the beginning of the work day (all employees must call in). Personal days cannot be carried over to the following year.

2. Personal days may be used in full day, one-half day, or one-half hour increments.

3. During the initial first (1) year of employment personal day shall be pro-rated.

## **ARTICLE 19 HOLIDAY LEAVE**

New Year's Day  
Lincoln's Birthday  
Good Friday  
Independence Day  
Columbus Day  
Veterans Day  
Thanksgiving Friday

Martin Luther King Day  
President's Day  
Memorial Day  
Labor Day  
Election Day  
Thanksgiving Day  
Christmas Day

Any official holiday which falls on a Saturday will normally be observed on the preceding Friday; any official holiday which falls on a Sunday will normally be observed on the following Monday.

If you observe religious holidays other than those which are official paid holidays, you will be permitted to charge these holidays as vacation days. If you are on approved vacation or sick leave on an official holiday, the holiday will not be charged to your vacation or sick leave time.

The Township will comply in granting a holiday whenever the Governor of the State of New Jersey or the Federal Government issues a proclamation granting a holiday.

## **ARTICLE 20 VACATION LEAVE**

1. In accordance with the schedule below, each employee is entitled to vacation time, effective on the employee's anniversary date of employment.

- A. One (1) vacation day for each month of service during the first year.
- B. One (1) year of service, twelve (12) vacation days.
- C. Five (5) years of service, fifteen (15) vacation days.
- D. Twelve (12) years of service, twenty (20) vacation days.
- E. Twenty (20) years of service, twenty five (25) vacation days.

2. Vacation time may be taken in one hour increments.

3. Any vacation time earned that cannot be utilized by the end of the calendar year after which it was earned will be allowed to be carried over to the next calendar year providing that you follow the procedure listed below:

- A. Make a written request to the Township Clerk prior to December 1<sup>st</sup> of that calendar year, who will submit it to the Township Committee for final approval. Subject to Committee approval you will receive a copy of the resolution authorizing such.
- B. All vacation carried over must be utilized prior to the end of the next calendar year.

4. Any employee who gives two (2) weeks' notice to the Township of his/her intent to sever relations with the Township, and resigns in good standing, shall be paid vacation time under following requirements are fulfilled.

A. Any vacation allotment carried over from the previous year and one-twelfth (1/12) of the vacation pay, that he/she would be entitled to under section 1 of this Article, for each full month worked for which he has not previously received vacation time and/or pay. Employees who have not completed at least twelve (12) consecutive months of service as of the date of the separation shall not be entitled to vacation pay.

B. If the last day worked is after the fifteenth (15) day of the month, the month will be counted. If the last day worked is before the fifteenth (15) day of the month, the month will not be counted.

5. After the first year of employment employee shall be credited with their yearly vacation allotment on January 1 in anticipation of continued employment throughout the year. Employees who separate employment voluntarily, are terminated, or laid off mid-year shall repay the Township for any vacation time used that was unearned on a one-twelfth per month pro-rated basis.

## **ARTICLE 21 SICK LEAVE**

1. Sick leave may be used for personal illness or injury, exposure to contagious disease, care for a seriously ill member of your immediate family, or a death in your immediate family. Immediately family members are defined in the article XXI entitled Bereavement Leave.

2. Full-time employees earn sick time as follows:

A. For the initial month of employment – sick leave is prorated

B. After the initial month, and up to the end of the first calendar year – one (1) working day each month.

C. At the beginning of each subsequent calendar year- fifteen (15) days are credited in anticipation of continued full year of employment.

3. Sick days may be used in full day, one-half day, or one hour increments.

4. Unused sick leave accumulates from year to year without limit. Should an

employee's employment terminate before the end of the calendar year, an adjustment will be made to his/her final paycheck for any sick leave that was used but not earned on a prorated basis. Upon retirement, the Township will buy back a portion of the employee's unused sick leave in accordance with the Township Resolution No. 82-32.

5. If you are unable to report to work because of injury or illness, you must speak with the appropriate person(s) thirty (30) minutes prior to your official start time. This procedure must be followed for each day you are out sick. Absences of more than three consecutive days will require proof of injury or illness. The proof of injury or illness must be signed and not stamped by the attending physician. The Township may implement other reasonable measures to verify sick leave, the union will be notified prior to the implementation of any new verification procedures.

## **ARTICLE 22 LEAVES OF ABSENCE**

1. **Disability.** For the life of this agreement, the Township shall maintain its current policies relating to employee disabilities and occupational diseases. The parties agree that employees will be entitled to paid disability leaves as provided for under the New Jersey/Temporary Disability Insurance Program and shall continue to enjoy all benefits under that program. Employees shall be provided with a description of all of the benefits of the New Jersey/Temporary Disability program.

2. **Bereavement Leave.** All employees covered by this Agreement shall receive five (5) days off in the event of a death in the employee's immediate family. The leave shall be non-cumulative but may be taken in conjunction with other paid leave. Immediate family shall be defined as: Spouse, domestic partner with civil union status, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. You may be required to provide proof of death or relationship. If you need to take bereavement leave, you should

notify your Supervisor or the Township Clerk as soon as possible. For deaths not in an employee's immediate family, sick leave may be used for attendance at a funeral with approval of the committee person in charge of the department. Said requests will not be unreasonably denied.

3. **Jury Duty.** Employees summoned for jury duty shall submit a copy of the summons to his/her supervisor. They will continue to receive your regular pay while serving on jury duty. However, you must reimburse the Township for any jury duty related pay you receive as a juror. On the day the employee returns to work, he/she must present a jury attendance slip. Failure to provide a jury attendance slip may result in loss of wages and potential disciplinary action.

4. **Personal Leave of Absence.** Leave of absence for employees shall be granted as provided under N.J. Department of Personnel statutes, rules and regulations, except as otherwise provided.

A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job related study, or for any reason considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six months with the approval of the employer and the N.J. Department of Personnel.

Employees returning from an authorized leave of absence for illness, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority



or accrued sick or vacation time earned during the period of leave of absence. The employer will notify the employee if the leave of absence will result in the loss of accrued sick or vacation time.

During any leave of absence automatically granted or granted in writing under this Article, the employee's seniority and service shall accumulate.

5. **Family Leave.** All employees will be entitled to family leave according to the provisions of NJFMLA and or FMLA. Employees will be provided with a description of the rights under the Acts. To the extent possible NJFMLA and FML leaves will run concurrently. Employees are required to use all paid leave time (sick, vacation, etc.), except for five (5) sick days prior to going on unpaid status.

6. **Military Leave.** The Township will comply with relevant provisions of federal and state law regarding military leave.

## **ARTICLE 23 EDUCATION**

A The cost of education and training of employees shall be borne 100% by the Township when education is job essential and as determined by state statute or the immediate department head and approved by township committee. The cost of education and training shall be reimbursed by the employee if the employee fails to complete or pass the course or training. Whenever possible, education and training seminars shall take place during an employee's regular working hours and the employee shall be paid their regular salary. The Township shall encourage skill enhancement and other job related education and training. Fees for approved classes, seminars and conferences shall be borne by the Township.

B. For every one (1) hour continuing education unit an employee successfully completes during the calendar year (up to 10 hours per year) the employee will be paid one hundred (\$100) dollars. Credits earned must be relevant and/or required for the employee's job title.

C. The Township shall reimburse employees for overnight lodging for all approved training seminars or conferences that are multiple day programs if the seminar is located 75 miles or more from Dennis Township. The Township shall reimburse the employee for all reasonable out of pocket meal expenses incurred while attending approved meetings, training sessions, seminars and conferences up to \$45.00 per day. The employee will be reimbursed up to \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for dinner. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages. Other essential costs such as parking, tolls and course materials shall also be borne by the Township. If an employee uses their private vehicle to attend a conference/class/seminar, the Township will reimburse the employee at the current applicable IRS rate per mile.

#### **ARTICLE 24 HEALTH BENEFITS**

The Employer shall provide health insurance coverage to employees in accordance with their current group health plan coverage in the following categories: medical/hospitalization, prescription drugs, dental, and optical; any change in coverage shall be equal to or better than current coverage. To qualify for coverage, employees must be scheduled to work Thirty Five (35) hours or more hours per week. All health plan coverage and costs are subject to statutory and regulatory provisions and may be subject to modification as may be required by law, for which changes the Employer may not be held responsible.

1. Employees shall contribute toward their Medical and prescription benefits in accordance with the chart below:

Employee Health/RX Contribution Chart

Salary	Single	Employee & Children	Employee & Spouse	Family
Less than \$29,999.00	5.5 %	04 %	4.5 %	4.5 %
\$30,000 to \$34,999.00	10 %	06 %	06 %	05 %
\$35,000 to \$39,999	11 %	07 %	07 %	06 %
\$40,000 to \$44,999	12 %	08 %	08 %	07 %
\$45,000 to \$49,999	14 %	10 %	08 %	07 %
\$50,000 and Up	20 %	15 %	15 %	12 %

2. Prescription plan benefits shall be available to employees and to qualified dependents for prescription fills as ordered by qualified medical providers. Prescription fills shall be available at the retail pharmacies for fills under industry standards and plan restrictions. Employees shall pay the co-pay set by the Plan. The stated co-pay shall cover up to a thirty (30) day retail supply of the prescription. Where the mail order prescription plan is available and utilized, the stated co-pay shall cover up to a ninety (90) day supply of the prescription. The Employer shall continue prescription coverage equivalent to or better than the then current Plan.
3. The Employer shall continue dental coverage equivalent to or better than the then current Plan.

4. The employer shall continue optical coverage equivalent to or better than the then current Plan.
5. The Employer shall have the right to substitute insurance carriers or plans or to implement a self-insured health benefits plans that provides eligible employees and eligible family members with benefits that are equivalent to or better than the benefits provided under the plan or plans currently in effect.
6. In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the Employer agrees to provide the Union with at a minimum of thirty (30) days of notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effect of such change on bargaining unit employees, upon request.
7. When an employee has dependent(s) covered under the Employer's Health Benefits Plan and such dependent(s) subsequently become ineligible to participate in the Employer's Health Benefits Plan due to age, death, divorce, (or) otherwise, the employee shall, within thirty (30) days of the event triggering the dependent's ineligibility, notify the Employer's Municipal Clerk of the change in coverage. If the Employee fails to give said notification, the Employee will be required to reimburse the Employer for expenditures made relating to the insurance coverage of said dependent(s) during the period of ineligibility. Moreover, the employee's failure to provide timely notice is grounds for discipline.
8. The Township will pay the full costs of any additional fees or tax on insurance premiums as part of the Affordable Care Act if and when such a fee/tax is enacted.
9. Employee shall have the ability to opt out of health insurance consistent with State and

Federal Law and shall receive lesser of 25% of the health insurance premium saved or five thousand (\$5,000.00) dollars. Employees who obtain optional coverage through the State Health Benefits Plan (SHBP) do not qualify for this so long as the Township is in the SHBP.

10. The Township will continue to pay for the non-contributory life insurance portion of the employee's Group Life Insurance Plan under SHBP or its equivalent.
11. The Township will continue to make full contributions for each employee enrolled in the Public Employees Retirement System.

#### **ARTICLE 25 RETENTION OF EXISTING BENEFITS**

1. All benefits currently contained in the Township's Personnel Policy Manual, to the extent they do not conflict with the specific terms and conditions of this Agreement, or were otherwise bargained away in negotiations (e.g. birthdays off) shall be incorporated by reference.

#### **ARTICLE 26 SHOP STEWARDS**

The Union will designate one (1) Steward, who will represent all Departments in the bargaining unit. The Union shall notify the Employer in writing as to the name of the Steward.

The Steward shall be permitted to visit with employees during working hours at their workstations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head. Such permission will be granted as long as the work of the Department is not impaired.

The Township agrees to eight (8) hours of Paid Leave per year to the Steward for the purpose of attending the Union's Shop Steward Training Seminar.

**ARTICLE 27**  
**WAGES**

The salaries for all employees covered under this Agreement will be increased as follows during the term of this Agreement:

January 1, 2017	2.0%
January 1 , 2018	2.0%
January 1, 2019	2.0%
January 1, 2020	2.0%
January 1, 2021	2.0%

A \$500.00 signing bonus will be paid to each employee covered by this agreement within thirty days of the signing of this Agreement by both parties.

**ARTICLE 28**  
**TERMINAL LEAVE**

A. Employees who have completed five (5) years or more of continuous service and who are permanently released from employment because of a layoff shall be paid terminal leave amounting to one (1) week's pay at the time of Release for each full year of continuous service. Terminal Leave shall not apply to employees discharged for just cause, resigning, quitting or retiring on pension from the Township, leaving the employment of the Township because of compensable disability or taking a leave of absence.

B. The acceptance of a terminal leave allowance from the Township shall serve to abolish and annul any and all seniority ratings and reinstatement privileges. Should a separated employee after accepting terminal pay as herein provided, be re-employed by the Township within three (3) years, she/he shall have the choice of assuming the status of a probationary

employee or paying back to the Township the total amount they received in terminal leave to regain the seniority and privileges they had at the time employment was terminated.

C. Terminal leave benefits shall be in addition to any earned vacation or sick leave benefits for which the separated employee is eligible.

## **ARTICLE 29 RETIREMENT**

A. Employees shall retain all pension rights under Public Employees Retirement System.

B. All full time employees who leave the Township's employ with twenty-five (25) years of service to the Township, or with twenty (20) years of service upon attaining the age of sixty-two (62), shall, for themselves and their spouses, continue to receive at no cost the same health insurance benefits (Medical/RX/Dental/Vision) afforded to them at time of retirement until they qualify for Medicare at which time the Township will continue to supply the necessary supplemental insurance pursuant to the provisions existing with the New Jersey State Health Benefits Plan.

C. All employees who retire on an accidental disability pension or with 20 years of service with the Township on an ordinary disability pension, who have met the State of New Jersey Public Employees' Retirement System qualifications shall, for themselves and their dependents, continue to receive at no cost the same health insurance benefits (Medical/RX/Dental/Vision)

afforded to them at time of retirement until they qualify for Medicare at which time the Township will continue the necessary supplemental insurance pursuant to the provisions existing with the New Jersey State Health Benefit Plan.

D. In the event that, at the time of the retired employee's death there is a surviving spouse, the township shall provide the same benefits to the surviving spouse as it would have provided to the retired employee. However, said benefits shall cease upon remarriage.

E. In the event that, at the time of the disabled retired employee's death there is a surviving spouse and dependents, the Township shall provide the same benefits to them as it would have provided to the disabled retired employee. However, said benefits to the surviving spouse shall cease upon remarriage and said benefits to dependents shall cease under the same terms as if the employee had continued to live (i.e. age restrictions etc.)

F. In the event that the Township, at its sole option, becomes self-insured or it provides any other form of comparable health insurance to full time employees, for medical coverage, the retired and disabled employees and their qualifying dependents, if any, shall receive the same benefits afforded to them at time of retirement including the same supplements then necessary to supplement Medicare benefits.

G. For all employees hired after the effective date of this contract, post-retirement health benefits discussed above will be limited to the employee only and eligibility shall also require



twenty five (25) years of service with the Township or an approved accidental disability under the State of New Jersey Public Employees' Retirement System.

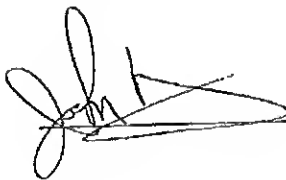
**ARTICLE 30  
DURATION OF CONTRACT**

This Agreement shall be effective December 6, 2016 and shall continue in full force until December 31, 2021 or until a new Agreement is executed. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party in writing not less than sixty (60) days prior to such expiration date.

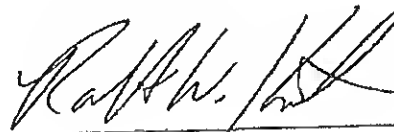
Section 1. It is agreed and understood between the parties that this agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures  
this                      day of      12/14/16      2016.

**FOR THE EMPLOYER:**

  
\_\_\_\_\_

**FOR THE UNION:**

  
\_\_\_\_\_

**TOWNSHIP OF DENNIS**

**CAPE MAY COUNTY  
STATE OF NEW JERSEY**

**RESOLUTION No. 2016-133**

**A RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE TOWNSHIP OF DENNIS AND INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 1293  
REPRESENTING CERTAIN WHITE COLLAR EMPLOYEES OF THE  
TOWNSHIP**

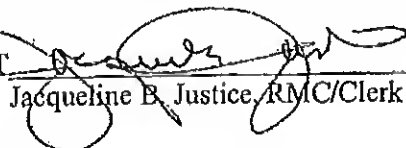
**WHEREAS**, the Township and the IBEW Local 1293 have negotiated a Collective Bargaining Agreement governing the terms, conditions, and benefits of certain white collar employees of the Township; and

**WHEREAS**, the aforesaid Agreement was the result of good faith Collective Bargaining negotiations with the bargaining unit represented by IBEW 1293;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Committee of the Township of Dennis, County of Cape May, New Jersey that the Contract attached hereto is hereby authorized and ratified for endorsement by the Mayor and Township Clerk.

**BE IT FURTHER RESOLVED**, that the Township Clerk shall, pursuant to N.J.S.A. 34:13A-8.2, file with the Public Employee Relations Commission an electronically signed and dated copy of this contract.

**ATTEST**

  
Jacqueline B. Justice, RMC/Clerk

**ATTEST**

  
John Murphy, Mayor

**PRESENTED BY: TOZER**

**SECONDED BY: SALIMBENE**

**ROLL CALL VOTE:**

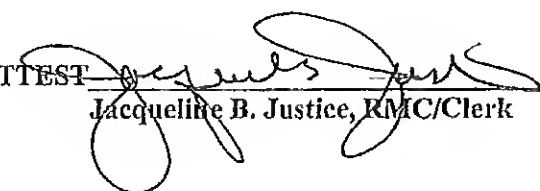
**AYES : FRY-DeROSE, TOZER, SALIMBENE & MURPHY**  
**NAYS :**  
**ABSTAINING:**  
**ABSENT : O'CONNOR**

**RESOLUTION NO. 2016-133**

**PAGE 2**

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on December 06, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST

  
Jacqueline B. Justice, RMC/Clerk